

Exhibit C

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

 CT

4400 Easton Commons Way

Columbus, Ohio 43219

Delaware Department of State

U.C.C. Filing Section

Filed: 02:05 PM 05/09/2019

U.C.C. Initial Filing No: 2019 3209363

Service Request No: 20193713300

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

Amyris, Inc.

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

5885 Hollis Street

CITY

Emeryville

STATE

CA

POSTAL CODE

COUNTRY

USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME

Lavvan, Inc.

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS

434 West 33rd Street

CITY

New York

STATE

NY

POSTAL CODE

COUNTRY

USA

4. COLLATERAL: This financing statement covers the following collateral:

All of Debtor's right, title and interest of the Intellectual Property Collateral, wherever the same may be now or hereafter located, more fully described on Exhibit A, attached hereto and incorporated herein.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:

Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

DE - SOS

Debtor/Grantor:
Amyris, Inc.
5885 Hollis Street
Emeryville, CA 94608

Secured Party:
Lavvan, Inc.
434 West 33rd Street
New York, NY 10001

Exhibit A
to UCC Financing Statement

Definitions:

“Amyris Additional IP Collateral” means any property or asset that is not within the scope of the definition of Amyris Background IP or Amyris Platform Improvement IP (as such terms are defined herein, and including defined terms directly and indirectly referenced in such definitions) as of the date hereof but that later becomes within the scope of such defined terms as a result of any amendment or modification of the RCL Agreement following the date hereof.

“Amyris Background IP” means all Background IP Controlled by the Grantor and/or its Affiliates.

“Amyris Cannabinoid Foreground IP” means all Foreground IP Controlled by the Grantor and/or its Affiliates and Covering the biosynthesis of cannabigerolic acid, cannabinoids, or derivatives thereof, any cannabinoid thereby produced, or any enzyme, intermediate or substrate that is downstream of geranyl pyrophosphate or olivetolic acid in a biosynthetic pathway for cannabinoid production.

“Amyris Platform Improvement IP” means all Foreground IP Controlled by the Grantor and/or its Affiliates other than Amyris Cannabinoid Foreground IP.

“Background IP” means any Intellectual Property, other than Foreground IP, Controlled by the Grantor and/or its Affiliates prior to March 18, 2019 or independently of the RCL Agreement.

“Control” means, as to any portion of the Intellectual Property Collateral, that the Grantor has the rights necessary to grant the rights and licenses granted or to be granted in the RCL Agreement as to such Intellectual Property Collateral, whether by ownership or otherwise.

“Covering” means, when referring to a product, invention or other Know-How: (a) with respect to a patent, that the practice by such Person of a specified activity with respect to such product, or the practice by such Person of such invention or the use by such Person of such Know-How, would infringe a claim included in such patent unless such Person had a license under, or other interest permitting such practice in, such claim, or (b) with respect to a patent application, that the practice by such Person of a specified activity with respect to such product, or the practice by such Person of such invention or the use by such Person of such Know-How, would infringe a claim included in such patent application, if such patent application were to

issue as a patent, unless such Person had a license under, or other interest permitting such practice in, such claim.

“Foreground IP” means any Intellectual Property that is conceived, reduced to practice, obtained or developed by or on behalf of the Grantor and/or its Affiliates in connection with the RCL Agreement after March 18, 2019.

“Intellectual Property Collateral” means all of the Grantor’s right, title, and interest in the Amyris Background IP, the Amyris Platform Improvement IP, and the Amyris Additional IP Collateral, whether now existing or hereafter arising, and all products and proceeds thereof.

“Intellectual Property” means all worldwide intellectual property and industrial property rights and rights in proprietary and/or confidential information, whether registered or unregistered, including all (A) Patent Rights, (B) trademarks, trademark rights, service marks, service mark rights, corporate names, trade names, trade name rights, domain names, logos, slogans, trade dress, design rights, and other similar designations of source or origin, together with the goodwill symbolized by and of the foregoing, (C) trade secrets and all other confidential information, ideas, Know-How, inventions, proprietary processes, formulae, models, and other methodologies, (D) copyrights and copyright registrations, (E) computer programs (whether in object code, subject code or other form), designs, design registrations, algorithms, internet domain names (and registrations and applications therefor), databases, database rights, compilations and data, technology supporting the foregoing, and all related documentation, (F) licenses to any of the foregoing, and (G) all applications and registrations of the foregoing, and (H) all other similar proprietary rights.

“Know-How” means any and all technical information, research and development information, trade secrets, formulae, technical specifications, directions, instructions, user guides, operation guides, test protocols, test and qualification approaches, procedures and results, studies, analyses, raw material sources, data, formulation or production technology, conceptions, ideas, innovations, discoveries, inventions, processes, methods, enhancements, modifications, technological developments, techniques, systems, tools, designs, schematics, semiconductor masks, business specifications, engineering drawings and software code.

“Patent Rights” means all patents and patent applications (including provisional applications), including all divisionals, continuations, substitutions, continuations-in-part, re-examinations, reissues, additions, renewals, extensions, confirmations, registrations, any confirmation patent or registration patent or patent of addition based on any such patent, patent term extensions, and supplemental protection certificates or requests for continued examinations, foreign counterparts, and the like of any of the foregoing.

“Person” means any natural person, corporation, general partnership, limited partnership, joint venture, proprietorship or other business organization.

“RCL Agreement” means a Research, Collaboration and License Security Agreement dated as of March 18, 2019 (as amended or modified from time to time).